

28-67

PROTECTIVE COVENANTS

LOUIS A. McFARLING, widower and unmarried, and BLUE RIDGE LAND CO., a corporation

TO WHOM IT MAY CONCERN

On this 10 day of October, 1961, we, Louis A. McFarling, widower and unmarried, and Blue Ridge Land Co., a corporation, being the owners of the following described property, to-wit:

Lot A, Lots 16 through 18 inclusive, Lots 23 through 38 inclusive, Lots 127 through 137 inclusive, and Lots 140 through 158 inclusive, Lot 85, and Lot 93, in Blue Ridge, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

do hereby declare the following restrictive covenants on the above described property for the purpose of insuring its orderly development and for the general benefit of all subsequent owners.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument, signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceedings at law, or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

4. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

5. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1000 square feet in the case of a one-story structure, nor less than 1000 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

6. No dwelling or garage shall be permitted on any lot described herein without the front exterior being either brick or stone or both.

7. No fences shall be erected, built, or constructed, more than four feet in height, and no fence shall be erected, built or constructed in the front yard.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska

day 28th 1961 at 9 A.M., Esther Ruff, County Clerk, 5.75